

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE**

ELITE PHYSICIAN SERVICES, LLC,)	
)	
Plaintiff,)	No. 1:05-cv-344
)	
v.)	<i>Collier/Carter</i>
)	
CITICORP PAYMENT SERVICES, INC.,)	
)	
Defendant.)	

DEFENDANT'S INITIAL DISCLOSURES

Defendant Citicorp Payment Services, Inc. ("Citicorp") pursuant to Rule 26(a)(1) of the *Federal Rules of Civil Procedure* submits these initial disclosures to Plaintiff Elite Physician Services, LLC ("Elite") under the following guidelines:

A. In making these initial disclosures, Citicorp reserves all of its rights and benefits under the attorney/client privilege, the work product doctrine, and similar privileges and doctrines. Citicorp is not waiving the attorney/client privilege or the work product doctrine, and Citicorp intends to preserve the attorney/client privilege and work product doctrine to the maximum extent possible. Citicorp reserves the right to object to other discovery procedures involving or relating to the persons or documents identified in these disclosures.

B. Citicorp continues its efforts to identify documents, persons, and things relevant to this case. To the extent additional documents, persons, or things are identified, Citicorp will supplement these initial disclosures.

Subject to the above guidelines, Citicorp submits the following:



(A) The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

RESPONSE: All employees of Citicorp Credit Services, Inc. or Citicorp Credit Services, Inc. (USA) indicated below are represented by counsel and may only be contacted through counsel:

- a. Julie Pukas, Citicorp Credit Services, Inc., 1 Court Square, Long Island City, NY 11120; she has knowledge of the execution of the Master Services Agreement (the "Agreement") and the business of CPSI.
- b. Craig Vallorano, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the negotiations leading up to the execution of the Agreement, the parties' performance under the Agreement and the termination of the Agreement.
- c. Darin Boddicker, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the parties' negotiations leading up to the execution of the Agreement, the parties' performance under the Agreement and the termination of the Agreement.
- d. Daniel Deitemeyer, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the parties' performance under the Agreement.
- e. Patrick Shanders, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the parties'

negotiations leading up to the execution of the Agreement, the parties' performance under the Agreement and the termination of the Agreement.

f. Ken Olsen, former employee of Citicorp Credit Services, Inc. in New York, current address unknown; he has knowledge of the parties' negotiations leading up to the execution of the Agreement.

g. J. Patrick Murphy, Miller & Martin, Suite 1000 Volunteer Building, 832 Georgia Ave., TN 37402-2289, 423-756-6600; he has knowledge of the parties' negotiations leading up to the execution of the Agreement.

h. Christa D'Alimonte, Shearman & Sterling, 599 Lexington Ave., New York, NY 10022-6069, 212-848-7179; she has knowledge of the parties' negotiations leading up to the execution of the Agreement.

i. Kristen Joyce, MBNA America Bank, N.A., 665 Paper Mill Rd., Wilmington, DE 19884-1513; she is expected to have knowledge of Elite's business.

j. Debra Sexton, Citicorp Credit Services, Inc. (USA), 541 Sid Martin Road, Gray, TN 37615; she has knowledge of the parties' performance under the Agreement.

k. Theresa Breedlove, Citicorp Credit Services, Inc. (USA), 541 Sid Martin Road, Gray, TN 37615; she has knowledge of the parties' performance under the Agreement.

l. Cindy Dobbs, Citicorp Credit Services, Inc. (USA), 541 Sid Martin Road, Gray, TN 37615; she has knowledge of the parties' performance under the Agreement.

- m. Lori Cavigchioni, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; she has knowledge of the parties' performance under the Agreement.
- n. Ken Harris, Citicorp Credit Services, Inc. (USA), 541 Sid Martin Road, Gray, TN 37615; he has knowledge of the parties' performance under the Agreement.
- o. Richard Ellis, former employee of Citicorp Credit Services, Inc. (USA), current address unknown; he has knowledge of the parties' performance under the Agreement.
- p. Mark Creighton, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the parties' performance under the Agreement and the termination of the Agreement.
- q. Andy Cantore, Citicorp Credit Services, Inc. (USA), Four Parkway North Boulevard, Deerfield, IL 60015; he has knowledge of the parties' performance under the Agreement and the termination of the Agreement.
- r. Individuals and representatives of entities listed on any exhibit to the Master Services Agreement including but not limited to Exhibits 4.03(a) and 4.03(b); these individuals should have knowledge of the provider agreements and representations of Elite representatives. CPSI reserves the right to update this list as discovery is ongoing.

(B) A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and

that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

RESPONSE: Potentially responsive documents include the documents listed below, which are located in some or all of the following locations: New York, New York; Deerfield, Illinois and/or Gray, Tennessee.

- a. Master Services Agreement and all exhibits, including any drafts or correspondence relating to such documents.
- b. Communications between the parties including but not limited to letters and e-mails.
- c. Provider Agreements arising from the Master Services Agreement from April, 2003 to July, 2005 as well as account notes regarding providers, correspondence and e-mails relating to such agreements and performance thereunder.
- d. Business records related to the Master Services Agreement including but not limited to financial records, marketing materials, brochures, documents regarding telephone services and other documents used in the course of the Master Services Agreement.

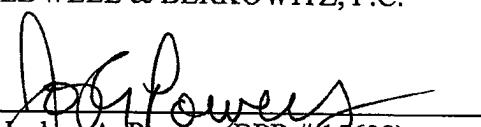
(C) A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

RESPONSE: Not applicable.

(D) For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of the judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE: Not applicable.

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

By: 

Joshua A. Powers (BPR # 15639)
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450-1800
Attorneys for Defendant, Citicorp Payment Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on March 1, 2006 a copy of the foregoing Defendant's Initial Disclosures was hand delivered to the following:

Donald J. Aho, Esq.
Robert F. Parsley, Esq.
Miller & Martin PLLC
1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402

